

HISTORIC CORE BUSINESS IMPROVEMENT DISTRICT SAFETY HOSPITALITY SERVICES

CONTRACT

This Agreement is entered into on March 10, 2016, by and between the HISTORIC CORE BUSINESS IMPROVEMENT DISTRICT ("HCBID") a professional downtown management district representing property owners and stakeholders, with a registered address of 209-211 West 5th Street, Los Angeles, CA 90013.

And

STREETPLUS COMPANY, LLC ("STREETPLUS") a corporation registered and authorized to conduct business in the State of California, with a corporate office address of 154 Conover Street, Brooklyn, NY 11231.

In consideration of the foregoing, together with other good and valuable consideration, and **INTENDING TO BE LEGALLY BOUND HEREBY**, the parties agree as follows:

1. **Purpose.** The purpose of this Agreement is to set forth the guidelines under which the parties will work together to create a safe and friendly environment in the City of Los Angeles, CA, within the boundaries of the HCBID, which are as demarcated in the map titled "HCBID Boundaries," a copy of which is attached hereto, incorporated herein, and marked as **Exhibit A**.
2. **Term.** The initial term of this Agreement will commence on March 10, 2016, and will terminate at 11:59 p.m., prevailing time, on February 28, 2018 (the "Termination Date"). The HCBID shall have the option to extend the term of this Agreement by one (1) year by giving STREETPLUS notice sixty (60) days before the Termination Date. The HCBID reserves the right to make changes in any extension Agreement that may result in changes to STREETPLUS's Cost of Operations by mutual consent of the parties, evidenced by a writing signed by both parties.
3. **Cost of Operations.** The Cost of Operations shall be as set forth in the schedule attached hereto, incorporated herein, and marked as **Exhibit B**.
4. **Area of Coverage.** The exact boundaries of the area and the number of block faces therein to be covered by this Agreement are shown in Exhibit A, attached to this Agreement. The HCBID reserves the right to expand or shift the area of coverage without increased cost to the HCBID, provided that the total number of hours of service is not increased by the HCBID. In the event that additional services are required, the HCBID shall have the right to purchase such additional services from STREETPLUS. There

will be no change in the hourly rate for STREETPLUS employees or STREETPLUS services, or other mark-up for provision of additional services.

5. **Duties of STREETPLUS as Independent Contractor.** STREETPLUS is an independent contractor, and nothing contained in this Agreement or related documents, shall be construed to create a partnership, joint venture, agency or employment relationship between the HCBID and STREETPLUS.

STREETPLUS Proposal of February 28, 2016, is attached hereto, incorporated hereto, and marked as **Exhibit C**.

The duties of STREETPLUS under this Agreement are as follows:

- a. Administration. STREETPLUS is responsible for all aspects of the operation and management of the Program, which includes safety hospitality and cleaning services and, as such, shall perform the following services:
 - i. Personnel Services
 - 1. Provide expert administrative, purchasing, and personnel advice and personnel management, the cost of which is set forth in Exhibit B (Costs of Operations).
 - 2. Provide a full-time, on-site Program Manager (Captain) responsible for all aspects of the Program who is assigned exclusively to the HCBID account. STREETPLUS shall be responsible for the establishment of all Program operating policies, procedures, rules, and regulations that guide the actions of STREETPLUS's employees and supervisory personnel. The Program Manager (Captain) shall conduct inspections to assure that duties under this Agreement are properly carried out and STREETPLUS Program operating policies implemented; and shall oversee the recruitment, hiring, training, discipline, and termination of STREETPLUS's employees and other personnel providing services to the HCBID.
 - 3. Provide administrative functions to hire and manage STREETPLUS's employees and to execute Program objectives. The Program Manager (Captain) will be responsible for the day-to-day control and direction of the Program on behalf of STREETPLUS, with support and direction from STREETPLUS's Vice President of Operations Located in Los Angeles and the corporate offices.

ii. Employees

1. STREETPLUS shall provide recruiting, selecting, screening, training, supervising, and terminating services in relation to all employees assigned to the HCBID on behalf of STREETPLUS. STREETPLUS shall work diligently with the HCBID and community organizations to resolve any and all complaints regarding employee behavior or job performance. STREETPLUS shall be responsible for terminating an employee if problems in job performance cannot be satisfactorily resolved, and STREETPLUS shall replace an employee so terminated. The HCBID reserves the right to refuse to allow any STREETPLUS employee that it deems unsuitable to perform work in the HCBID or areas under contract with the HCBID, and the HCBID Executive Director shall be permitted an opportunity to review with STREETPLUS the qualifications of any employee prior to STREETPLUS's hiring of said employee for work in the HCBID or areas under contract with the HCBID.
2. STREETPLUS shall provide a Staffing Plan, determined by the Program Manager, in consultation with the HCBID Executive Director, outlining the safety routes and the development of Program employees.
 - a. No less than five hundred forty-four (544) total hours of services weekly shall be provided to the HCBID by STREETPLUS.
 - b. Hours and duties shall be determined and allocated among the Zones by the HCBID Executive Director and STREETPLUS.
3. Ensure that Program employees perform assigned duties and work during their assigned shifts. STREETPLUS shall provide relief personnel as necessary to ensure that each duty is performed as required. Any assignment of route(s) by Ambassadors or other STREETPLUS employees may be adjusted during the term of this Agreement with the mutual consent of the HCBID, through its Executive Director, and STREETPLUS.

iii. Uniforms and Accessories

1. STREETPLUS shall provide employees with uniforms, oversee the ordering, fitting, and replacement of uniforms as needed, and will ensure that employees wear the uniform in the proper manner as

specified by the HCBID and STREETPLUS standards.

2. STREETPLUS will provide uniform accessories and equipment for each officer, to include the following:
 - Handcuffs and case
 - Pepper Spray and case
 - 26" expandable Baton and holder
 - Radio holder
 - Garrison belt keepers
 - Duty and Inner belts
 - Key holder
 - Name plate
 - Bike locks
 - Bicycle lighting or required safety equipment
 - 4-5 Cell phones and plans
3. Such uniforms shall be worn only during employee's shift and not to and from the work location. At a minimum, each employee shall be issued the following uniform items:
 - Short sleeve polo style shirt
 - Long sleeve polo style shirt
 - Mock turtleneck with HCBID lettering
 - Sleeves
 - Pants
 - Shorts
 - Baseball style hat
 - Wind-breaker Jacket
 - Winter jacket
 - Rain jacket/gear
 - Black leather belt
 - Bicycle helmet
 - Bicycle gloves
4. STREETPLUS will decorate the uniforms with the logo provided by the HCBID in such a way that it is clearly visible and attractively displayed.
5. At the beginning of each shift, the Program Manager will conduct a uniform inspection to ensure that employees portray a clean, neat, and professional appearance while wearing the uniform.

iv. Training

1. STREETPLUS shall plan classroom and field training and shall implement such training. STREETPLUS will be responsible for training costs.
2. Training shall be as set forth in Pages 28-36 of the STREETPLUS Proposal, and shall include, but not be limited to:
 - Pre-Assignment Training;
 - Shift briefings;
 - Quarterly refresher training of at least four (4) hours per session, scheduled four times annually;
 - Review corporate Training Bulletins with employees;
 - Specialized training as required for employee assignments; and,
 - Other training as determined by the Program Manager (Captain), in consultation with the HCBID Executive Director and STREETPLUS.

v. Reporting/Records

1. STREETPLUS's Program Manager (Captain) will meet with the HCBID's Executive Director, preferably daily, but no less than once a week. The Executive Director of the HCBID, in consultation with the Board of the HCBID, shall decide any and all questions that may arise as to the manner of performance, rate of progress of the Program, and to the interpretation of this Agreement. The HCBID Executive Director's decisions upon all questions, claims, and disputes will be final and conclusive upon the parties to this Agreement.
2. STREETPLUS will conduct quarterly audits to measure effectiveness and results. This performance audit will be immediately forwarded to the HCBID Executive Director.
3. STREETPLUS shall prepare an annual report on the Program to be delivered to the HCBID Executive Director no later than February 1st of each year.
4. STREETPLUS Program Manager (Captain) shall attend all HCBID Board Meetings.
5. STREETPLUS shall maintain, in accordance with generally accepted

accounting principles, full, complete, and accurate books of account and other records, reflecting all expenses with respect to the Program, including time records for STREETPLUS employees. Such records and other data and information in connection with the Program shall be available to the HCBID and its authorized agents at all reasonable times, for itself, its agents, and its accountants for the purpose of ascertaining the correctness of the statements furnished to the HCBID from time to time under the provisions of this Agreement or any amendments hereto.

- b. Public Safety Services. The following services and duties shall be performed seven (7) days a week, 24 hours per day, Monday through Sunday, or more often, depending on the needs of the HCBID, within the HCBID, and in areas and for entities under agreement with the HCBID, and as needed by the HCBID:
- i. Walking visibility patrols. STREETPLUS employees shall be deployed within the HCBID on foot to serve as a deterrent to illegal and unwanted activity and to interact with pedestrians, businesses, residents, and visitors within the boundaries of the HCBID. STREETPLUS employees shall remain highly visible and available while conducting these patrols.
 - ii. Bicycle and Segway visibility patrols. STREETPLUS employees shall be deployed within the HCBID on bicycles and Segway's to serve as a deterrent to illegal and unwanted activity and to interact with pedestrians, businesses, residents, and visitors within the boundaries of the HCBID. STREETPLUS employees shall remain highly visible and available while conducting these patrols.
 - iii. Vehicle visibility patrols. STREETPLUS employees shall be deployed within the HCBID using a vehicle supplied by the HCBID to serve as a deterrent to illegal and unwanted activity and to interact with pedestrians, businesses, residents, and visitors within the boundaries of the HCBID. STREETPLUS employees shall remain highly visible and available while conducting these patrols.
 - iv. Business contacts. STREETPLUS employees shall make contact with representatives of businesses within the HCBID for the purpose of being visible, introducing themselves, distributing information regarding crime prevention, and listening to the concerns expressed by HCBID businesses.
 - v. STREETPLUS employees shall provide escorts when requested within the boundaries of the HCBID. STREETPLUS employees will conduct these escorts in a professional and courteous manner while being highly visible to deter illegal and unwanted activity.

- vi. Quality of Life Interactions. STREETPLUS employees will be knowledgeable of existing City of Los Angeles Ordinances addressing “quality of life” infractions.
 - vii. Crime Prevention and Information Sharing. STREETPLUS employees shall be utilized to share information to educate people and businesses on safety related issues. STREETPLUS employees shall distribute brochures and other materials with the purpose of providing educational information. STREETPLUS Program Manager (Captain), working with the HCBID Executive Director, shall work closely with private security organizations assigned to private buildings and businesses by sharing information with them.
 - viii. Reporting. STREETPLUS employees shall document and report activity occurring and tasks completed during their assigned shifts. Reports may or may not be stored beyond a six (6) month timeframe. STREETPLUS employees shall be made aware of local ordinances in their training and briefings.
 - ix. Social Outreach Support. STREETPLUS employees shall be knowledgeable of available resources for those in need, to include homeless persons. STREETPLUS employees will engage those in need and provide assistance and referrals as necessary.
 - x. Hospitality services. STREETPLUS employees will engage pedestrians and provide directions and information about the HCBID and attractions, activities, businesses, restaurants, and other locations and attractions within the HCBID and downtown Los Angeles.
- c. Program Manager (Captain). The following duties and tasks shall be performed by the Program Manager:
- i. Business liaison. Serve as a liaison to business owners/managers within the boundaries of the HCBID.
 - ii. Scheduling. Develop, review and monitor work schedule; distribute necessary information regarding special attractions, events, conventions and other events occurring in the HCBID.
 - iii. Reports. Review all submitted reports and distribute in accordance with HCBID and STREETPLUS requirements.
 - iv. Leadership and Development. Coach and mentor employees.

- v. Deployment Plan. Create, maintain and update the deployment plan and schedule, working closely with STREETPLUS and the HCBID Executive Director.
- vi. Communication. Maintain open, professional and positive communication with the HCBID through its Executive Director.
- vii. Service and Program Delivery. Work closely with the Executive Director of the HCBID in the development and implementation of new strategies, program elements and service delivery.
- viii. Reporting. Communicate to Executive Director and to STREETPLUS corporate offices (verbal and written) program achievements in the form of daily, weekly, monthly, quarterly and annual reports.

6. Insurance Coverage

- a. Minimum coverages. The minimum amount of liability insurance to be maintained by STREETPLUS and any subcontractors during the life of the contract shall be as follows:
 - i. Comprehensive General Liability (bodily injury and property damage, including any liability normally covered by a general liability policy). One Million Dollars (\$1,000,000.00) per occurrence and Five Million Dollars (\$5,000,000.00) in the aggregate.
 - ii. Professional Liability. One Million Dollars (\$1,000,000.00) per occurrence and Five Million Dollars (\$5,000,000.00) in the aggregate.
 - iii. Workers' Compensation. Statutory workers' compensation insurance as required by applicable law and employer's liability insurance with minimum limits of \$500,000 each accident, \$500,000 each disease, and \$500,000 each employee, with respect to any employee or claim not fully covered by workers' compensation.
 - iv. Motor Vehicle Insurance (covering injury or damage resulting from the operation of and occupancy in motor vehicles, whether owned or leased by the HCBID, or owned or leased by STREETPLUS).
 - v. Automobile Liability. One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate.
 - vi. Uninsured Motorist/Underinsured Motorist. Fifteen Thousand Dollars (\$15,000.00) per person and Thirty Thousand Dollars and (\$30,000.00) per

occurrence.

- b. **Certificates of Insurance.** All insurances shall be in the names of STREETPLUS, the HCBID, and subcontractors as their interests may appear. The HCBID shall be named as an additional insured in such policies as required by (i) and (ii) above, which shall contain standard cross liability clauses and, if necessary, STREETPLUS shall cause such policies to be endorsed to provide contractual liability coverage covering this Agreement as an insured contract. Such policies as required by (iii) above shall be endorsed to waive any right of subrogation against the HCBID. All policies required under this Agreement shall be primary without right of contribution from any insurance carried by the HCBID and shall require that the HCBID be given not less than thirty (30) days prior written notice of cancellation or any material change therein. Prior to the commencement of services hereunder, STREETPLUS shall provide the HCBID with certificates of insurance evidencing all of the above coverages, including all special requirements specifically noted above, and shall provide the HCBID, when requested in writing, with certificates of insurance evidencing renewal or substitution of such insurance at least thirty (30) days prior to the effective date of such renewal or substitution. A true and correct copy of the Insurance Certificate is attached hereto, incorporated herein, and marked as **Exhibit D**.

7. Permits, Laws, Regulations, Taxes

STREETPLUS shall procure all permits and licenses, pay all charges and fees and give all notices necessary and incidental to the due and lawful execution of the Program. STREETPLUS shall be responsible for the payment of all federal and state taxes related to the operation and management of the Program. STREETPLUS shall at all times observe and comply with all federal, state, county, city and other laws, codes, ordinances, rules and regulations in any manner affecting the conduct of the Program. All costs thereof shall be part of STREETPLUS's Costs of Operation.

8. Program Hours

STREETPLUS shall provide approximately Twenty-Eight Thousand Two Hundred Eight-Eight (28,288) hours of services annually to the HCBID for the areas within the corporate limits of the HCBID for the cost stated in Section 10 of this Agreement. The HCBID shall not be held responsible for paying overtime wages in the event of insufficient staffing on the part of STREETPLUS to fulfill regularly scheduled services. However, overtime will be billed at one and a half times the STREETPLUS employee's rate of pay if the HCBID requests the overtime. The overtime bill rate for labor requested by the HCBID shall be based upon the Pay and Bill Rate Matrix, which is attached hereto as **Exhibit E**.

- a. **Authorized Weekly Hours.** The following are authorized weekly hours for each program component, although it is expressly acknowledged and agreed between

the parties that actual hours may be adjusted based upon operational need and agreement of the HCBID Executive Director and STREETPLUS.

- i. Public Safety Officer – 256 weekly hours
- ii. Senior Public Safety Officer – 40 weekly hours
- iii. Senior Public Safety Officer II – 40 weekly hours
- iv. Corporal – 88 weekly hours
- v. Sergeant – 40 weekly hours
- vi. Lieutenant – 40 weekly hours
- vii. Captain – 40 weekly hours

- b. **Billing Rate.** The regular hourly bill rate for the labor categories shall be as follows for the first year, 2016 beginning on February 1st.

Pay and Bill Rate Matrix

Labor Category	Pay Rate	Bill Rate	
		Straight	Overtime
Public Safety Officer	\$ 12.00	\$ 18.53	\$ 27.79
Senior Public Safety Officer	\$ 12.25	\$ 18.83	\$ 28.24
Corporal	\$ 12.50	\$ 19.12	\$ 28.42
Sergeant	\$ 13.25	\$ 20.01	\$ 28.68
Lieutenant	\$ 14.50	\$ 21.21	\$ 30.02
Captain	\$ 22.26	\$ 30.28	\$ -

- c. **Additional hours.** Additional hours to provide services for identified special events and functions shall be in writing from the HCBID Executive Director to STREETPLUS and shall state the number of hours required, type of employee required, and the date(s) of the special events and/or functions.

9. Holidays

- a. **Recognized holidays:** The following are holidays recognized by STREETPLUS:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

- b. **Services on recognized holidays.** If changes in services are required on a recognized holiday, the HCBID Executive Director shall contact STREETPLUS at least two (2) weeks prior to the holiday to arrange for needed coverage.

STREETPLUS employees working the recognized holiday will receive Holiday Benefit Pay.

10. Compensation and Payment to STREETPLUS

- a. Annual Cost of Services. The annual cost of services as set forth herein for the corporate limits of the HCBID, will not exceed **\$560,821.75** in Year 1 of this Agreement.
 - i. The second and third year costs will be determined jointly by the HCBID and STREETPLUS no later than October 31st each year.
- b. Annual Holiday Bonus. STREETPLUS will process and forward for review and approval to the HCBID recommended annual holiday bonus for employees. As a general guideline, the following are recommended bonus amounts:
 - i. Less than 3 months of employment/assignment to HCBID - \$50.00
 - ii. 4 months to 12 months of employment/assignment to HCBID - \$75.00
 - iii. 13 months to 24 months of employment/assignment to HCBID - \$100.00
 - iv. 25 months to 36 months of employment/assignment to HCBID - \$150.00
 - v. Over 36 months of employment/assignment to HCBID - \$250.00
- c. Monthly billing. STREETPLUS will invoice the HCBID no later than the fifth (5th) business day of each month for actual services performed the previous month. The monthly invoice will include detailed payroll and billing reports.
- d. Payment term. The payment term shall be net ten (10) days from the date of the invoice.
- e. Non-payment of undisputed balance. In the event that any undisputed balance remains outstanding for more than sixty (60) days, the HCBID hereby acknowledges the right of STREETPLUS to terminate this Agreement upon sixty (60) days written notice to HCBID unless the HCBID shall pay the undisputed balance during such sixty (60) day period.

11. Events of Default

The failure of STREETPLUS to perform any of the duties stated in this Agreement, that have not be rectified within seven (7) calendar days after notice of default from the HCBID shall constitute an Event of Default, subject to the remedies of Section 12, below. Any failure or refusal of STREETPLUS to fully abide by all of the provisions, terms and conditions of this Agreement shall constitute a breach hereof and a default by STREETPLUS hereunder.

12. Remedies

- a. Remedies upon breach or default. Upon the occurrence of a breach or default, the HCBID shall have the following remedies:
 - i. Any and all rights and remedies set forth in this Agreement;
 - ii. Termination of Agreement. The HCBID reserves the right to terminate this Agreement without cause at any time after thirty (30) days written notice to STREETPLUS and in such event STREETPLUS shall not be entitled to the payment of any monies for any costs or services expended; except in the event of loss of outside funding, in which case the terms set forth in Paragraph 13, below, shall control.
 - iii. Any and all rights and remedies which are at law or in equity permitted or provided, including the right of set-off.
 - iv. Attorneys' fees and expenses and the reasonable costs incurred in connection with the enforcement of any and all rights and remedies.
- b. All remedies shall be available and cumulative. No right or remedy conferred upon the HCBID by this Agreement is intended to be exclusive of any other right or remedy, and each and every such right and remedy shall be cumulative and shall be in addition to any other right or remedy given hereunder or now or hereafter existing at law or in equity. No delay or omission by the HCBID in exercising any right, remedy or power hereunder or existing at law or in equity shall be construed as a waiver thereof, and any such right, remedy or power may be exercised by the HCBID from time to time and as often as may be deemed expedient or necessary by the HCBID, in its sole discretion.
- c. Payment of STREETPLUS in the event of termination. In the event of termination by the HCBID, the HCBID shall pay STREETPLUS for the work satisfactorily performed by the effective date of termination.

13. Outside Funding Contingency.

It is agreed and understood between and among the parties to this Agreement that the financial ability of the HCBID to enter into this Agreement may be dependent on funding from outside sources. If said outside funding is reduced or eliminated for any reason, the HCBID may terminate or adjust this Agreement with sixty (60) days written notice to STREETPLUS, with no further liability after the end of said sixty (60) day time period except as provided in Paragraph 12(c), above.

14. Indemnification of the HCBID

- a. Indemnification. STREETPLUS shall defend, indemnify, and hold harmless the HCBID, its agents, successors, assignees, board members, officers, professional consultants, and employees from and against all actions, causes of actions, claims, and demands, and from all costs, damages, liabilities and expenses that arise from errors, omissions, negligence or intentional acts on the part of STREETPLUS or its employees (or others acting on behalf of STREETPLUS) in the performance of the work specified by this Agreement. STREETPLUS shall have the right and authority to set forth all defenses, statutory or otherwise, available to the HCBID on behalf of the HCBID. In the event that the HCBID undertakes to defend a claim on its own behalf, but it is later determined that the claim should rightfully have been handled by STREETPLUS under the scope of this Agreement, STREETPLUS shall promptly assume the defense of the HCBID and reimburse the HCBID, or its insurance carrier, for all reasonable costs and expenses incurred to that time.
- b. No indirect or consequential damages liability. The HCBID, its agents, successors, assignees, board members, officers, professional consultants, and employees shall not be responsible to STREETPLUS for any indirect or consequential damages, including but not limited to lost profits or loss of goodwill, in any claim or action.

15. **Equipment**

- a. Equipment Provided by the HCBID. The following equipment, which is owned by the HCBID, and which shall remain the sole property of the HCBID, shall be provided to STREETPLUS for its possession and use in the HCBID Program during the term of this Agreement: 2005 Ford F150, List of bicycles, radios, and Segway's with serial numbers provided as **Exhibit F**.
- b. Maintenance of Equipment. STREETPLUS shall maintain all equipment required to perform the services specified, including but not limited to those items listed in Paragraph 15(a), above, at no additional cost to the HCBID. The equipment shall be maintained in a good and safe operating condition. STREETPLUS shall prepare and implement a planned maintenance program and schedule for all equipment prior to the execution of this Agreement, to be approved by the HCBID Executive Director. Employees operating equipment shall be required to inspect equipment and complete a checklist prior to use, inspect the equipment after use and report any problems or malfunctions to the Shift Supervisor or Program Manager as soon as practical. STREETPLUS shall maintain all equipment in the manner recommended by the manufacturer. Upon the expiration or termination of this Agreement with or without cause, STREETPLUS shall hand such equipment back to the HCBID in good condition, reasonable wear and tear excepted.

- c. Maintenance Records. STREETPLUS will keep accurate records of planned maintenance performed on said equipment, and will produce said records upon request from the HCBID.
 - d. Equipment Failure. Total employee hours of service will not be reduced in the event of equipment failure. During those shift and/or hours when equipment is in disrepair, the operator of the equipment will be assigned to foot patrol duties.
 - e. Local Priority. It is the policy of STREETPLUS to support local businesses where possible and not in violation of other laws, regulations, ordinances, or existing contracts. Accordingly, STREETPLUS shall attempt to give the following priority for equipment maintenance and purchases under this contract:
 - i. Vendors located within the boundaries of the HCBID;
 - ii. Vendors located within the City of Los Angeles;
 - iii. Vendors located within the County of Los Angeles; and,
 - iv. Vendors located within the State of California.
 - f. A list of preferred vendors for equipment maintenance and purchases will be provided to STREETPLUS by the HCBID.
16. **Supplies.** Supplies provided by the HCBID include the following: cleaning, paper towels, toilet paper, printing, and other operational/office type supplies required for security duties.
17. **Facilities to be provided by HCBID.** HCBID shall provide to STREETPLUS an office for the Program Manager, and shall provide a multipurpose room for STREETPLUS employees assigned to the HCBID and adequate storage space for equipment and supplies. This space will be provided at no cost to STREETPLUS.
18. **Confidentiality of HCBID Information.** STREETPLUS, on behalf of itself and its employees, acknowledges that much, if not all, of the material and information related to the HCBID and its constituent businesses which has or will come into STREETPLUS's possession or knowledge in connection with the performance of this Agreement consists of confidential and proprietary data of the HCBID and its constituent businesses (collectively, "Confidential Information"), disclosure of which or use by third parties would be damaging to the HCBID. STREETPLUS, on behalf of itself and its employees, agrees to hold such Confidential Information in strictest confidence. STREETPLUS on behalf of itself and its employees and/or subcontractors, further agrees not to make use of Confidential Information for its own benefit or for the benefit of any third parties, other than for the performance of this Agreement, and not to release or disclose it to any other party either during the term of this Agreement or after the termination of this Agreement. In the event of any breach of this confidentiality obligation, STREETPLUS acknowledges that the HCBID would have no adequate remedy at law, since the harm

caused by such a breach would not be easily measured and compensated for in the form of damages, and hereby waives its right to contest any equitable relief sought by the HCBID, though not STREETPLUS's right to contest the question of whether a breach has occurred, and STREETPLUS waives the requirement of any bond being posted as security for such equitable relief.

19. Surrender of Materials upon Termination

- a. Upon termination of this Agreement, STREETPLUS shall immediately return to the HCBID all copies, in whatever form, of any and all Confidential Information, and other properties provided by the HCBID which remain in STREETPLUS's possession, custody or control.

20. Warranty. STREETPLUS hereby represents and warrants the following:

- a. that it is possessed of superior knowledge with respect to the services to be provided hereunder;
- b. that it knows the particular purpose for which the services are required;
- c. that it is aware that the HCBID is relying upon its skill and judgment in providing the services described herein;
- d. that the services as described herein shall be provided with the highest professional degree of care and skill;
- e. that it has full legal authority to enter into this Agreement and is authorized to conduct business in the State of California;
- f. that the intended assignee of this Agreement, STREETPLUS, will possess or exceed the qualifications of STREETPLUS and be fully able to represent and warrant all items in this Section 19.

21. Miscellaneous

- a. Notices. Any notice which either Party is required or may desire to give to the other under this Agreement, shall be in writing and shall be given either by (i) receipted hand-delivery; (ii) an email sent to the proper email address; (iii) a facsimile confirmed by letter, addressed or faxed to the respective Party as follows, or to such other address or facsimile number as either Party hereto shall designate by notice in writing.

If to the HCBID:

Ms. Blair Besten, Executive Director
Historic Core Business Improvement District
209-211 West 5th Street
Los Angeles, CA 90013
(213) 488-1901
blair@historiccore.bid

If to STREETPLUS:

Steve Hillard, President & Principal
154 Conover Street
Brooklyn, NY 11231
(610) 466-9770 Office
(718) 757-1758 Mobile
(718) 222-4754 Fax
shillard@streetplus.net

Notice mailed as aforesaid shall be deemed to have been given or served for all purposes under this Agreement on the fifth day following the date on which they are deposited in the United States mail. Notices faxed as aforesaid shall be deemed to have been given or served for all purposes under this Agreement on the first business day prior to 5:00 pm Pacific Time on which the e-mail or facsimile is received by the recipient.

- b. No Waiver. No waiver by either Party of any default by the other Party in the performance of any provision of the Agreement shall operate as or be construed as a waiver of any future default, whether like or different in character.
- c. Applicable Law. The validity, interpretation and performance of this Agreement shall be governed and construed in accordance with the laws of State of California.
- d. Modification. This Agreement shall not be modified except by a writing executed by the Parties with at least the same formalities as this Agreement. Thereafter, the HCBID and STREETPLUS shall review the frequency and type of tasks to be performed every thirty (30) days for the remaining term of this Agreement, and any subsequent extension of this Agreement. Based on these periodic reviews, STREETPLUS shall recommend changes in the frequency and type of tasks to the Executive Director of the HCBID. It shall be the sole discretion of the Executive Director to approve any such changes in the frequency and type of tasks, or to direct such other changes, which in their opinion shall result in the most efficient allocation of available resources, so as to achieve the highest level of coverage of

all areas. Such modifications may result in changes in compensation to STREETPLUS, subject to the approval of the HCBID Board of Directors.

- e. Labor Activity. If any strike, boycott, picketing, work stoppage, slowdown, or other labor activity is directed against STREETPLUS which results in the curtailment or discontinuation of services performed under this Agreement, the HCBID shall have the right during said period to employ any means legally permissible to have the work performed. This shall include the use of equipment supplied to STREETPLUS.
- f. Captions and Headings. The captions and headings throughout this Agreement are for convenience and reference only, and the words contained therein shall in no way be held or deemed to define, omit, describe, modify or add to the interpretation, construction or meaning of any provisions of or scope or intent of this Agreement.
- g. Severability. If any provision of this Agreement or any application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remaining provisions shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- h. Non-Discrimination. STREETPLUS and any subcontractor hereunder will not discriminate against any employee or applicant in the application process or any term or condition of employment on the basis of race, color, religion, age, disability, national origin, veteran status or other protected class status as set forth in applicable laws, regulations, or ordinances. STREETPLUS agrees to abide by all applicable federal, state, and local civil rights and equal employment opportunity laws, regulations, and ordinances, and to comply with all applicable MBE/WBE statutes.
- i. Force Majeure. Should the continued operation and management of the services be substantially interfered with because of the occurrence of events of *force majeure*, then the Parties shall mutually agree on the terms and conditions upon which the *force majeure* include unforeseeable causes beyond the control and/or without the fault or negligence of either of the Parties, including without limitation, acts of God or the public enemy, acts of the government of the United States or of any state or municipality, or any of them, acting in their sovereign capacities, acts of HCBID contractors (other than STREETPLUS), subcontractors (other than subcontractors of STREETPLUS), or constituents, strikes or civil insurrections.
- j. Independent Contractor Status. STREETPLUS shall perform the services set forth in this Agreement as an independent contractor, and it is understood that STREETPLUS has no authority to bind the HCBID, and that there should be no

partnership or joint venture stated or implied by this Agreement. STREETPLUS shall be responsible for all payroll taxes and payments required under unemployment insurance laws with respect to employees of STREETPLUS performing under this Agreement.

- k. No assignment without approval of the HCBID. The services to be performed under this Agreement are personal/professional services to be rendered to the HCBID. Neither STREETPLUS nor any subsidiary, successor, receiver or assignee of STREETPLUS, shall directly or indirectly assign this Agreement or the rights or duties created by this Agreement, whether such assignment is effected in connection with a sale of STREETPLUS's assets or stock or through merger, a formation of a subsidiary corporation, an insolvency proceeding or otherwise, without the prior written consent of the HCBID. Such an event shall be grounds for termination of this Agreement by the HCBID, with duties of the HCBID as set forth in Paragraph 12(c) herein. Unless and until there is such a termination, this Agreement shall be binding upon the successors and/or assigns of STREETPLUS. The specific terms of the intended assignment of this Agreement to StreetPlus are outlined in Paragraphs 19 and 20 hereof.
- l. Third Party Beneficiaries. The Services to be performed under this Agreement by STREETPLUS are solely for the benefit of the HCBID. STREETPLUS agrees that no claim against the HCBID shall accrue to any third party as a result of this Agreement or the performance or non-performance of the services hereunder.
- m. Subcontractors. This Agreement shall be binding on any and all subcontractors of STREETPLUS. All subcontractors of STREETPLUS must have the written approval of the HCBID prior to the commencement of any work, and a Payment Bond shall be provided by STREETPLUS for said subcontract. HCBID shall not be liable for any payment to subcontractors of STREETPLUS without the express written agreement to payment by HCBID to said subcontractor.
- n. Jurisdiction and Venue. The parties agree that any dispute shall be resolved under the laws of the State of California, and that disputes shall be heard, as applicable, in a local court, or in the United States District Court for the Southern District of California. STREETPLUS hereby specifically waives the defense of inconvenient forum of lack of jurisdiction or venue for any dispute under this Agreement for any case brought by the HCBID in any of the above-referenced courts.
- o. The word "including" shall be a word of enlargement rather than a word of limitation and shall be deemed to mean "including but not limited to" rather than "including only."

- p. When the sense so requires, words of any gender used in this Agreement shall be held to include any other gender and words in the singular number shall be held to include the plural and vice versa. All pronouns and adjectives and any variations thereof used in this Agreement shall be deemed to refer to the masculine, feminine, neuter, single and plural as the identity of the person or persons may require.
- q. Entire Agreement. This Agreement, including all of the constituent parts hereof, represents the entire understanding and agreement between the Parties hereto relating to the services to be performed under this Agreement and supersedes any and all prior agreements, whether written or oral, that may exist between the Parties regarding same. No amendment or modification to this Agreement or any waiver of any provision hereof shall be effective unless in writing signed by both Parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

STREETPLUS:

By: Steve Hillard

Title: President & Principal

Date: 3.7.16

HCBID:

By: Blair Besten

Title: Executive Director

Date: 3/10/16